

**SIERRA COUNTY BOARD OF SUPERVISORS'**  
**AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS**

<b>MEETING DATE:</b>  <b>DEPARTMENT:</b>  <b>PHONE NUMBER:</b>  <b>REQUESTED BY:</b>	<b>TYPE OF AGENDA ITEM:</b> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>REGULAR</span> <span>CONSENT</span> <span>TIMED</span> </div> <hr/> <b>SUPPORTIVE DOCUMENT ATTACHED:</b> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>RESOLUTION</span> <span>MEMO</span> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>AGREEMENT</span> <span>OTHER _____</span> </div>
<b>AGENDA ITEM:</b>	
<b>BACKGROUND INFORMATION:</b>	
<b>FUNDING SOURCE:</b>  <b>GENERAL FUND IMPACT:</b>	<b>OTHER FUND:</b>  <b>AMOUNT: \$</b>
<b>ARE ADDITIONAL PERSONNEL REQUIRED?</b>  <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>YES</span> <span>NO</span> </div> TYPE OF EMPLOYEE	<b>IS THIS ITEM ALLOCATED IN THE BUDGET?</b>  <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>YES</span> <span>NO</span> </div> <b>IS A BUDGET TRANSFER REQUIRED?</b>  <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>YES</span> <span>NO</span> </div>
<b>SPACE BELOW FOR CLERK'S USE</b>	
<b>BOARD ACTION:</b>  <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>APPROVED</span> <span>APPROVED AS AMENDED</span> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>ADOPTED</span> <span>ADOPTED AS AMENDED</span> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>DENIED</span> <span>OTHER</span> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>NO ACTION TAKEN</span> </div>	<b>SET PUBLIC HEARING FOR:</b> _____ <b>DIRECTION TO:</b> _____ <b>REFERRED TO:</b> _____ <b>CONTINUED TO:</b> _____ <b>AUTHORIZATION GIVEN TO:</b> _____
<b>BOARD VOTE:</b> _____ <b>BY CONSENSUS</b>  AYES:  ABSTAIN:  NOES:  ABSENT:	RESOLUTION 2023- _____ AGREEMENT 2023- _____ ORDINANCE _____
<b>COMMENTS:</b>	

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

**BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA**

**RESOLUTION APPROVING AN AGREEMENT WITH AXON ENTERPRISES, INC. FOR BODY-WORN AND IN-CAR CAMERAS AND DIGITAL STORAGE AND AUTHORIZING SERGEANT KAMERON CRAWFORD TO SIGN THE AGREEMENT.**

**Resolution 2023-**

**WHEREAS**, in 2021 the sheriff's office entered into a contract with Axon Enterprise to purchase, install, and store digital data and in-car vehicle cameras. The contract was signed without the Board of Supervisors' designating Sergeant Kameron Crawford as the responsible administrator. The board has already authorized the funding for the Axon Enterprise project through the Homeland Security Grant.

**WHEREAS**, in 2022 the sheriff's office entered into a contract with Axon Enterprise for the storage of digital data for the body-worn cameras. The contract was signed without the Board of Supervisors' designating Sergeant Kameron Crawford as the responsible administrator. The board has already authorized the funding for the Axon project through the Homeland Security grant.

**WHEREAS**, Sheriff Mike Fisher is requesting that Sergeant Kameron Crawford be designated as the responsible administrator for the above two Axon Enterprise contract agreements, and is authorized to enter into the contracts on Sierra County's behalf;

**NOW, THEREFORE, BE IT RESOLVED** that the Sierra County Board of Supervisors, County of Sierra, State of California does:

1. Designates the responsible administrator for the above Axon Enterprise contracts and agreements for Sierra County as Sergeant Kameron Crawford, Sierra County Sheriff's Office.
2. The Responsible Administrator for the County designated above and/or the chairman of the Board of Supervisors is authorized to execute the Axon Enterprise contracts agreements.

**ADOPTED** by the Board of Supervisors of the County of Sierra on the 20<sup>th</sup> day of June, 2023, by the following vote:

AYES: Supervisors  
NOES: None  
ABSTAIN: None  
ABSENT: None

COUNTY OF SIERRA

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SHARON DRYDEN, CHAIRMAN  
BOARD OF SUPERVISORS

ATTEST:

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HEATHER FOSTER  
CLERK TO THE BOARD

APPROVED AS TO FORM:

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DAVID PRENTICE  
COUNTY COUNSEL

**BOARD OF SUPERVISORS, COUNTY OF SIERRA  
STATE OF CALIFORNIA**

**IN THE MATTER OF APPROVAL OF A RESOLUTION  
RESCINDING COUNTY RESOLUTION 2021-146 AND  
ADOPTING EXPENDITURES UNDER THE  
FY 20 HOMELAND SECURITY GRANT PROGRAM  
RESOLUTION 2022-018**

**WHEREAS**, the Fiscal Year 2020 Homeland Security Grant was approved and awarded to Sierra County in the amount of \$78,296.00; and,

**WHEREAS**, the Sheriff met with the OES Director, and OES Coordinator on October 6, 2021, requesting funds to meet certain priorities.

**NOW THEREFORE, BE IT RESOLVED**, that the Board of Supervisors rescinds Resolution 2021-146 and approves the following expenditures under the FY 2020 Homeland Security Grant:

Sierra County Reverse 911 Everbridge	\$ 5,353.00
Oregon Peak Repeater Lease-Sheriff Office	\$ 4,500.00
Sheriff Office Handheld Radio Chargers	\$ 900.00
Sheriff Office Body Camera Storage	\$ 9,422.00
Sheriff Office Dash Cam Yearly Contract	\$ 16,300.00
Sheriff Office Computer Aided Dispatch Yearly Subscription	\$ 3,302.00
Sheriff Office Vehicle Radios and Installation	\$ 30,792.00
Emergency Operation Plan Update	\$ 3,812.00
<u>Management &amp; Administration</u>	<u>\$ 3,915.00</u>
<b>Total Grant Funding</b>	<b>\$ 78,296.00</b>

**BE IT FURTHER RESOLVED** that the Auditor is hereby authorized to pay purchase orders upon presentation under the FY 20 Homeland Security Grant Program consistent with the resolution and is directed to make any required changes to the County budget accordingly.

**ADOPTED** by the Board of Supervisors of the County of Sierra on the 15<sup>th</sup> of February, 2022, by the following vote:

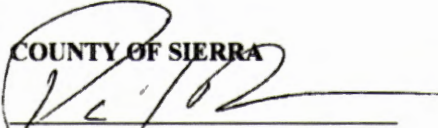
**AYES:** Supervisors Adams, Huebner, LeBlanc, Dryden, Roen

**NOES:** None

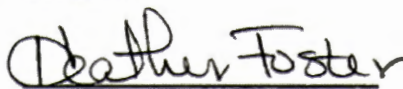
**ABSTAIN:** None

**ABSENT:** None

**COUNTY OF SIERRA**

  
**PAUL ROEN  
BOARD OF SUPERVISORS**

**ATTEST:**

  
**HEATHER FOSTER  
CLERK OF THE BOARD**

**APPROVED AS TO FORM:**

  
**DAVID PRENTICE  
COUNTY COUNSEL**



**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
VAT: 86-0741227  
Domestic: (800) 978-2737  
International: +1.800.978.2737

Q-332576-44466.997MS

Issued: 09/27/2021

Quote Expiration: 12/31/2021

EST Contract Start Date: 01/01/2022

Account Number: 113457

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Delivery-100 COURTHOUSE SQUARE 100 COURTHOUSE SQUARE DOWNEVILLE, CA 95936 USA	Sierra County Sheriff's Office - CA PO Box 100 Downieville, CA 95936-0100 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Mike Schmidt Phone: Email: mschmidt@axon.com Fax:	Phone: Email: Fax:

Program Length	60 Months
<b>TOTAL COST</b>	<b>\$77,400.01</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$81,090.39</b>

Bundle Savings	\$17,238.79
Additional Savings	\$0.00
<b>TOTAL SAVINGS</b>	<b>\$17,238.79</b>

PAYMENT PLAN		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Dec, 2021	\$15,480.00
Year 2	Dec, 2022	\$15,480.00
Year 3	Dec, 2023	\$15,480.00
Year 4	Dec, 2024	\$15,480.00
Year 5	Dec, 2025	\$15,480.00

## Quote Details

Bundle: Fleet 3 Basic    Quantity: 10    Start: 1/1/2022    End: 12/31/2026    Total: 77400.01 USD							
Category	Item	Description	QTY	List Unit Price	Tax	Net Unit Price	Total(USD)
Storage	80410	FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE, LICENSE	20	\$834.20	\$0.00	\$834.20	\$16,684.07
E.com License	80400	FLEET, VEHICLE LICENSE, LICENSE	10	\$981.42	\$0.00	\$981.42	\$9,814.16
Camera Kit & Warranty	72036	FLEET 3 STANDARD 2 CAMERA KIT	10	\$1,966.92	\$1,426.01	\$1,966.92	\$19,669.21
SIM	72034	FLEET SIM, VZW	10	\$12.27	\$8.89	\$12.27	\$122.68
Router	11634	CRADLEPOINT IBR900-1200M-NPS+5 YEAR NETCLOUD	10	\$1,234.13	\$894.75	\$1,234.13	\$12,341.30
Router Antenna	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	10	\$220.82	\$160.09	\$220.82	\$2,208.19
Ethernet Cable	74110	FLEET ETHERNET CABLE, CAT6, 25 FT	10	\$20.45	\$14.83	\$20.45	\$204.46
Vehicle Installation	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	10	\$981.42	\$711.53	\$981.42	\$9,814.16
Axon Signal Unit	70112	AXON SIGNAL UNIT	10	\$228.18	\$165.43	\$228.18	\$2,281.79
Cable Assembly	70117	AXON SIGNAL UNIT, CABLE ASSEMBLY	10	\$20.45	\$14.83	\$20.45	\$204.46
Other	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	10	\$359.07	\$260.32	\$359.07	\$3,590.67
Other	80379	EXT WARRANTY, FLEET 2 SIGNAL UNIT	10	\$46.49	\$33.70	\$46.49	\$464.86

INDIVIDUAL ITEMS							
Category	Item	Description	QTY	List Unit Price	Discount	Net Unit Price	Total(USD)
Total:							0

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

# Standard Terms and Conditions

## Axon Enterprise Inc. Sales Terms and Conditions

### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

## Exceptions to Standard Terms and Conditions

For Axon Sales Terms and Conditions, please visit: <https://www.axon.com/sales-terms-and-conditions>



## Exceptions to Standard Terms and Conditions

If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.

## Exceptions to Standard Terms and Conditions

No acceptance language.

## Exceptions to Standard Terms and Conditions

No credits or rebates.

## Exceptions to Standard Terms and Conditions

No future price commitments

## Exceptions to Standard Terms and Conditions

All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

## Exceptions to Standard Terms and Conditions

Agency will pay invoices without setoff, deduction, or withholding.

## Exceptions to Standard Terms and Conditions

All payments shall be made in the currency listed in the Quote.

## Exceptions to Standard Terms and Conditions

Payment is due net 30 days from the invoice date.



## Exceptions to Standard Terms and Conditions

If Agency purchases Axon Devices for less than the manufacturer's suggested retail price (MSRP) and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

## Exceptions to Standard Terms and Conditions

Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon ♦ Cloud Services ♦ during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon ♦ Cloud Services ♦ during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon ♦ Cloud Services.

## Exceptions to Standard Terms and Conditions

No performance bond.

## Exceptions to Standard Terms and Conditions

A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. ♦ If Agency terminates this Agreement due to Axon ♦s uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination. ♦ If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

## Exceptions to Standard Terms and Conditions

Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon (CEW) cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

## Exceptions to Standard Terms and Conditions

No most favored customer.

## Exceptions to Standard Terms and Conditions

All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier.

## Exceptions to Standard Terms and Conditions

No additional deliverables.



## Exceptions to Standard Terms and Conditions

No liquidated damages.

## Exceptions to Standard Terms and Conditions

Price Adjustments for Requirements Contracts - Axon reserves the right to adjust prices at the beginning of each calendar year.

## Exceptions to Standard Terms and Conditions

Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.


## Exceptions to Standard Terms and Conditions

Axon will indemnify Agency's officers, directors, and employees (Agency Indemnitees) against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnatee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.

## Exceptions to Standard Terms and Conditions

Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

## Exceptions to Standard Terms and Conditions

Axon will maintain General Liability, Workers  Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

## Exceptions to Standard Terms and Conditions

Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

## Exceptions to Standard Terms and Conditions

Axon will comply with applicable state and federal law.



## Exceptions to Standard Terms and Conditions

Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

## Exceptions to Standard Terms and Conditions

Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.

## Exceptions to Standard Terms and Conditions

Axon may subcontract to a qualified subcontractor without notice or customer approval.

## Exceptions to Standard Terms and Conditions


No reporting requirements

## Exceptions to Standard Terms and Conditions

This Agreement may only be modified or amended in a writing signed by the Parties.

## Exceptions to Standard Terms and Conditions

Any terms within Agency's purchase order in response to a Quote will be void.



Signature

9/27/21

Date Signed

9/27/2021

## **FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY**

### **Introduction**

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Sierra County Sheriff's Office - CA the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

### **Purpose and Intent**

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

### **Acceptance**

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

### **Force Majeure**



Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

### **Schedule Change**

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

### **Axon Fleet Deliverables**

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

### **Security Clearance and Access**

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

### **Training**

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

### **Local Computer**

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

### **Network**

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

### **Cradlepoint Router**

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

### **Evidence.com**

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

### **Wireless Upload System**

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

### **VEHICLE INSTALLATION**

### **Preparedness**

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

### **Existing Mobile Video Camera System Removal**

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

### **In-Car Hardware/Software Delivery and Installation**

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.



**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
VAT: 86-0741227  
Domestic: (800) 978-2737  
International: +1.800.978.2737

Q-446682-44925.830DB

Issued: 12/30/2022

Quote Expiration: 12/31/2022

Estimated Contract Start Date: 02/15/2023

Account Number: 113457

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Delivery-100 COURTHOUSE SQUARE 100 COURTHOUSE SQUARE DOWNEVILLE, CA 95936 USA	Sierra County Sheriff's Office - CA PO Box 100 Downieville, CA 95936-0100 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Daniel Birt Phone: Email: dbirt@axon.com Fax:	Kameron Crawford Phone: (530) 289-2889 Email: kcrawford@sierracounty.ca.gov Fax:

## Quote Summary

Program Length	46.5484 Months
<b>TOTAL COST</b>	<b>\$27,123.96</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$28,252.08</b>

## Discount Summary

Average Savings Per Year	\$2,726.44
<b>TOTAL SAVINGS</b>	<b>\$10,575.96</b>

## Payment Summary

Date	Subtotal	Tax	Total
Jan 2023	\$6,780.99	\$282.03	\$7,063.02
Dec 2023	\$6,780.99	\$282.03	\$7,063.02
Dec 2024	\$6,780.99	\$282.03	\$7,063.02
Dec 2025	\$6,780.99	\$282.03	\$7,063.02
<b>Total</b>	<b>\$27,123.96</b>	<b>\$1,128.12</b>	<b>\$28,252.08</b>

Quote Unbundled Price:	\$37,699.92
Quote List Price:	\$27,356.16
Quote Subtotal:	\$27,123.96

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
Fleet3B	Fleet 3 Basic	4	47	\$184.02	\$129.00	\$127.76	\$24,019.80	\$924.36	\$24,944.16
<b>A la Carte Hardware</b>									
72035	FLEET 3 WIRELESS MIC KIT	4			\$702.60	\$702.60	\$2,810.40	\$203.76	\$3,014.16
<b>A la Carte Warranties</b>									
80384	EXT WARRANTY, FLEET 3, WIRELESS MIC KIT	4	36		\$2.04	\$2.04	\$293.76	\$0.00	\$293.76
<b>Total</b>							<b>\$27,123.96</b>	<b>\$1,128.12</b>	<b>\$28,252.08</b>

## Delivery Schedule

### Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Basic	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	4	01/15/2023
Fleet 3 Basic	70112	AXON SIGNAL UNIT	4	01/15/2023
Fleet 3 Basic	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	4	01/15/2023
Fleet 3 Basic	72034	FLEET SIM INSERTION, VZW	4	01/15/2023
Fleet 3 Basic	72036	FLEET 3 STANDARD 2 CAMERA KIT	4	01/15/2023
A la Carte	72035	FLEET 3 WIRELESS MIC KIT	4	01/15/2023

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80400	FLEET, VEHICLE LICENSE	4	02/15/2023	12/31/2026
Fleet 3 Basic	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	8	02/15/2023	12/31/2026

### Services

Bundle	Item	Description	QTY
Fleet 3 Basic	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	4

### Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80379	EXT WARRANTY, AXON SIGNAL UNIT	4	01/15/2024	12/31/2026
Fleet 3 Basic	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	4	01/15/2024	12/31/2026
A la Carte	80384	EXT WARRANTY, FLEET 3, WIRELESS MIC KIT	4	01/15/2024	12/31/2026



## Payment Details

### Jan 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	72035	FLEET 3 WIRELESS MIC KIT	4	\$702.60	\$50.94	\$753.54
Year 1	80384	EXT WARRANTY, FLEET 3, WIRELESS MIC KIT	4	\$73.44	\$0.00	\$73.44
Year 1	Fleet3B	Fleet 3 Basic	4	\$6,004.95	\$231.09	\$6,236.04
<b>Total</b>				<b>\$6,780.99</b>	<b>\$282.03</b>	<b>\$7,063.02</b>

### Dec 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	72035	FLEET 3 WIRELESS MIC KIT	4	\$702.60	\$50.94	\$753.54
Year 2	80384	EXT WARRANTY, FLEET 3, WIRELESS MIC KIT	4	\$73.44	\$0.00	\$73.44
Year 2	Fleet3B	Fleet 3 Basic	4	\$6,004.95	\$231.09	\$6,236.04
<b>Total</b>				<b>\$6,780.99</b>	<b>\$282.03</b>	<b>\$7,063.02</b>

### Dec 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	72035	FLEET 3 WIRELESS MIC KIT	4	\$702.60	\$50.94	\$753.54
Year 3	80384	EXT WARRANTY, FLEET 3, WIRELESS MIC KIT	4	\$73.44	\$0.00	\$73.44
Year 3	Fleet3B	Fleet 3 Basic	4	\$6,004.95	\$231.09	\$6,236.04
<b>Total</b>				<b>\$6,780.99</b>	<b>\$282.03</b>	<b>\$7,063.02</b>

### Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
aDXDo000000bpN8	72035	FLEET 3 WIRELESS MIC KIT	4	\$702.60	\$50.94	\$753.54
aDXDo000000bpN8	80384	EXT WARRANTY, FLEET 3, WIRELESS MIC KIT	4	\$73.44	\$0.00	\$73.44
aDXDo000000bpN8	Fleet3B	Fleet 3 Basic	4	\$6,004.95	\$231.09	\$6,236.04
<b>Total</b>				<b>\$6,780.99</b>	<b>\$282.03</b>	<b>\$7,063.02</b>

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

*James Connelley*

12/30/2022

Signature

Date Signed

12/30/2022

